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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA—EASTERN DIVISION
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11 UNITED STATES, for the use of
12 FERGUSON ENTERPRISES, INC.,

13 Plaintiff,

14 v.

15 FIDELITY AND DEPOSIT
16 COMPANY OF MARYLAND, a
17 corporation; BURNS &
18 MCDONNELL CONSTRUCTION,
19 INC., a corporation,

20 Defendants.

21 BURNS & MCDONNELL
22 ENGINEERING COMPANY, INC.,
23 a Missouri Corporation,

24 Third Party Plaintiff,

25 v.

26 LSI ENGINEERING, INC., a
27 California corporation,

28 Third Party Defendants.

CASE NO. ED CV07-0233 SGL
(JCRx)

~~[PROPOSED]~~ FINAL JUDGMENT
AGAINST THIRD PARTY
DEFENDANT LSI ENGINEERING,
INC.

Judge Stephen G. Larson

FRCP 54

Original Complaint Filed Feb. 28, 2007

26 The Court, having entered default judgment against Third Party Defendant
27 LSi Engineering, Inc. ("LSi") and in favor of Third Party Plaintiff Burns &
28 McDonnell ("Burns & McDonnell"), makes the following findings:

1 1. On or about December 31, 2007, the Court entered judgment against
2 Defendants Burns & McDonnell Engineering, Inc. and Fidelity and Deposit
3 Company of Maryland after reviewing the moving and opposing papers and oral
4 argument on Plaintiff Ferguson Enterprises, Inc.'s motion for summary judgment.

5 2. On or about February 22, 2008, the Court entered default judgment
6 against LSi and in favor of Burns & McDonnell.

7 3. There are no other parties or claims involved in this litigation.

8 4. The Court hereby expressly determines that, pursuant to Federal Rule
9 of Civil Procedure, Rule 54(b), there is no just reason for delay and expressly
10 directs the entry of this Judgment in favor of Burns & McDonnell.

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12 IT IS HEREBY ORDERED that final judgment is entered against Third
13 Party Defendant LSi and in favor of Burns & McDonnell in the total amount of
14 \$1,203,381.14 as follows:

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16 1. The principal sum of \$1,039,168.77, which sum represents the
17 difference between the original subcontract between Burns & McDonnell and LSi
18 in addition to change orders, less the amounts expended by Burns & McDonnell to
19 complete, repair and replace certain work, less the amounts expended by Burns &
20 McDonnell for bond claim payments, less Burns & McDonnell's payment to the
21 Department of Labor and less Burns & McDonnell's overhead and profit;

22 2. Interest in the amount of \$135,232.50; and

23 3. Attorney's fees in the amount of \$28,979.87.

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25 IT IS SO ORDERED.

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27 DATED: 6/12/08.

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Honorable Stephen G. Larson

1 Submitted By:

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8 BURNS & MCDONNELL ENGINEERING
9 COMPANY, INC.
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